

Department of Buses
Transportation (TA/OA)

In full settlement of all of the issues raised by the Union and Management, the following has been agreed to subject to approval of the principals.

ARTICULATED BUS DIFFERENTIAL

The Articulated Bus Differential shall be increased to \$1.00/hour.

MTA New York City Transit:

Darryl Irick, Senior Vice President



Kim Moore-Ward, Vice President


Transport Workers Union
Local 100:



John Samuelson, President



Richard Davis, Vice President (MaBSTOA)



J.P. Patafio, Vice President (TA Surface)

1/16/2017

1/16/2017

1/16/17

**DEPARTMENT OF BUSES
TRANSPORTATION**

In full settlement of all issues raised by the Union and Management the following has been agreed to subject to the approval of the principals.

1) Four Day Work Week Committee

The parties hereby agree to the formation of a Joint Labor-Management Committee comprised of equal members appointed by Management and Transport Workers Union Local 100 not to exceed 4 members from each party, to discuss and explore in good faith the potential of devising and implementing (whether on a Pilot Program basis or otherwise, initially in the Brooklyn Division) schedules that would accommodate a four (4) day work week for Bus Operators.

This committee shall be formed and convene no later than thirty (30) days from the date of final ratification.

Nothing herein shall be construed to mean or be interpreted as acceptance by Local 100 of Part-Time Bus Operators.

The goals of the Committee shall be to determine the feasibility of a four (4) day work week with the aim of 1) increasing employee availability; 2) devising a schedule that would enhance the quality of life for Bus Operators who select such four (4) day work week; and 3) provide for better service for the riding public.

The Committee may recommend a course of action to the respective bargaining parties, but agreement by the members of the Committee shall not bind either of the bargaining parties.

The Committee shall meet at reasonable times and for a sufficient number of sessions to thoroughly explore the issues presented.

The parties will review the progress of the committee after six (6) months and determine whether to continue discussions, which may be extended by mutual agreement of the bargaining parties.

2) Uniform Committee

The parties agree to the formation of a Joint Labor-Management Committee to discuss and explore, in good faith, the feasibility of making changes to the current uniform. The parties further agree to expand the committee to include a representative of all bargaining units representing Bus Operators throughout NYCT and MTA Bus, not to exceed six labor representatives.

This committee shall be formed and convene no later than thirty (30) days from the date of final ratification.

TAS Operators

The Committee may recommend a course of action to the respective bargaining parties, but agreement by the members of the Committee shall not bind either of the bargaining parties and shall be subject to all applicable agency and procurement approvals.

The Committee shall meet at reasonable times and for a sufficient number of sessions to thoroughly explore the issues and proffer recommendations no later than November 15, 2017. This deadline is subject to modification as necessary based on the procurement process timelines.

It is agreed and understood by the parties and the committee members that in no event will these discussions delay the procurement process for a uniform contract.

3) **Road Swing Facilities**-The Parties agree that issues raised by TWU, Local 100 Vice Presidents representing Bus Operators in the Department of Buses regarding swing and restroom facilities on the road at specific locations will be escalated the Senior Vice President of NYCT Department of Buses/President of MTA Bus Company, where appropriate, if the Union Vice Presidents are unable to resolve with Road Operations management in conjunction with Transportation Support.

4) **Minimum Road Swings**-The Parties agree to continue phasing in a minimum forty (40) minute swing for operators who swing on the road, based on service needs, bus availability and operator availability.

5) **Accident Review System**

Attachment F to the 2002-2005 MOU, Paragraph 9--The property damage threshold for major accidents will be increased from \$15,000 to \$25,000.

On a one time basis, the Authority agrees to provide preventable accident training as set forth in Paragraph 6(a) to elected Union officials and union attorneys who have not previously received such training. Such training will be scheduled at the discretion of the Authority. In the future, such training will continue to be provided as set forth in Paragraph 6(a) in conjunction with the training of newly selected preventable accident arbitrators or every three (3) years for new Union Officials if no new preventable accident arbitrator training has been conducted during that period.

6) **Lunch Period**- The eating period provided for in Section 5.1D (1) and 6.3G (1) Lunch Period will be increased to thirty (30) minutes.

Sections 5.1D(1) and 6.3(G)(1) will be amended to read "if for any reason an operator on a straight run or trick is prevented through no fault of his/her own from having at least twenty (20) minutes for lunch within the period specified therefore in his/her schedule he/she will be allowed thirty (30) minutes extra pay at his/her regular hourly rate and will be granted a minimum of thirty (30) minutes as soon as practical in order to have an eating period, provided the loss of lunch time is proved to the satisfaction of the supervisor in charge.

- 7) **Holiday Schedule**-The TWU, Local 100 holiday schedule for NYCT Department of Buses will be modified to substitute the Lincoln's Birthday Holiday with the Day after Thanksgiving. Employees required to work the Day after Thanksgiving may elect to be credited with an AVA day in lieu of the holiday pursuant to Section 2.5 C.
- 8) **Safety/Attendance Incentive Program**-The Parties agree that a Safety/Attendance incentive program would be mutually beneficial and agree to continue discussions on potential implementation, initially in MaBSTOA.

This agreement is subject to an entire agreement on a successor contract for the Transport Workers Union, Local 100.

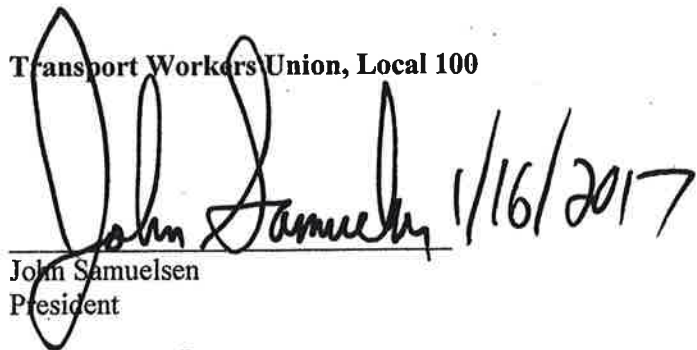
This agreement may not be entered into evidence during any interest arbitration procedures on the contract effective January 16, 2017.

**MTA/NYC Transit
Department of Buses**



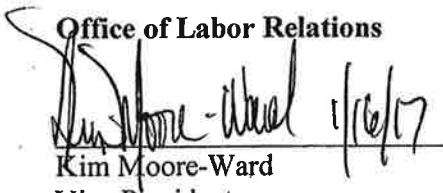
Darryl Irick
Senior Vice President

Transport Workers Union, Local 100



John Samuelson
President

Office of Labor Relations



Kim Moore-Ward
Vice President



John Paul Patafio
Vice President, TA Surface



Richard Davis
Vice President, MaBSTOA

Traffic Checking Operations

MEMORANDUM OF UNDERSTANDING

IN FULL SETTLEMENT OF ALL THE ISSUES RAISED BY THE UNION AND MANAGEMENT, THE FOLLOWING HAS BEEN AGREED TO SUBJECT TO THE APPROVAL OF THE PRINCIPALS.

THIS AGREEMENT MAY NOT BE ENTERED INTO EVIDENCE DURING ANY INTEREST ARBITRATION PROCEDURES ON THE CONTRACT TO BE EFFECTIVE JANUARY 16, 2017.

THIS DIVISIONAL PACKAGE IS SUBJECT TO AN ENTIRE AGREEMENT ON A SUCCESSOR AGREEMENT FOR THE TRANSPORT WORKERS UNION, LOCAL 100.

- 1) Section 7.0(K) is amended to add the following:

Effective with the first pick conducted after January 16, 2017, Traffic Checkers selecting the NYC Transit Passenger Environmental Survey (“PES”) group shall be “locked-in” to the PES group for a total of four (4) picks, e.g. Traffic Checkers remain assigned to the PES group for the duration of that pick and the subsequent three (3) consecutive picks.

- 2) Section 7.0(E)(4) is replaced, in whole, by the following:

Effective with the first pick conducted after January 16, 2017, Traffic Checkers working in the NYC Transit Passenger Environmental Survey (“PES”) group will be paid a \$1.00 per hour differential for all hours actually worked in the PES group. The differential will also be paid during the initial training period.


For MTA NYC Transit:

For Transport Workers Union, Local 100:


Peter Cafiero, Chief
Operations Planning Date


 01-16-17

Donald Yates, Division Chair Date
TWU, Local 100

 1/16/17

Kim Moore-Ward, Vice President Date
Office of Labor Relations

 _____
Richard Davis, Vice President Date
TWU, Local 100

 1/16/2017

John Samuelsen, President